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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/810,351	03/16/2001	Mario Cosmas Spira	P00,1820	9207
26574	7590	10/20/2005	EXAMINER	
SCHIFF HARDIN, LLP PATENT DEPARTMENT 6600 SEARS TOWER CHICAGO, IL 60606-6473			STERRETT, JONATHAN G	
			ART UNIT	PAPER NUMBER
			3623	

DATE MAILED: 10/20/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>	
	09/810,351	SPIRA ET AL.	
	<b>Examiner</b>	<b>Art Unit</b>	
	Jonathan G. Sterrett	3623	

**-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --**

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 02 August 2005.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 9,10,23-28,30-32 and 35-39 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 9,10,23-28,30-32 and 35-39 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- |                                                                                         |                                                                             |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)             | 4) <input type="checkbox"/> Interview Summary (PTO-413)                     |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)    | Paper No(s)/Mail Date. _____                                                |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| Paper No(s)/Mail Date _____                                                             | 6) <input type="checkbox"/> Other: _____                                    |

## DETAILED ACTION

### *Summary*

1. **Claims 9, 10, 23-28, 30-32 and 35-39** are pending in the application.

### *Specification*

2. **Claim 28** is objected to because of the following informalities: The claim cites “**locations around to globe**”. The examiner assumes this is intended to read “**locations around the globe**”. Appropriate correction is required.

### *Claim Rejections - 35 USC § 112*

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4. **Claims 28, 35 and 38** are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Regarding **Claim 28**, the limitation “**supervisory locations are provided locations around [the] globe**”. The claim is indefinite because it is not clear how a supervisory location would be provided a location, since defining a supervisory location as such means that a location has been defined. The examiner assumes for the purpose of this office action that “supervisory locations are **located** around the globe” is the intended meaning. Please clarify.

Regarding **Claim 35**, the limitation “**aligning maintenance policies to business objectives to develop a business plan**” is cited. Aligning maintenance policies to business objectives is clear because maintenance would be considered, by one of ordinary skill in the art, to be a support function. Thus aligning the policies of a support function with business objectives is clear. However the limitation “to develop a business plan” is unclear in light of the preceeding limitation. It is unclear because to one of ordinary skill in the art, a business plan comprises all functional aspects of a business including but not limited to: marketing, sales, support, operations, logistics and administration. The claim is indefinite because it is not clear how one of ordinary skill in the art would develop a business plan solely from aligning maintenance policies to business objectives.

Regarding **Claim 38**, the limitation “**module**” is cited in the context of “**offering service modules to customers...for outsourced maintenance**”. The term is indefinite because a module as provided to the customer could be a replaceable component, a piece of diagnostic software/hardware, or part of a maintenance service program. One of ordinary skill in the art would not be able to discern what is being claimed because of the many uses of the term ‘module’, thus the claim is indefinite.

### ***Claim Rejections - 35 USC § 102***

5. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

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(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

6. **Claims 35, 37 and 10** are rejected under 35 U.S.C. 102(b) as being anticipated by **Cornett US 5,216,612** (hereinafter **Cornett**).

Regarding **Claim 35**, Cornett discloses:

**aligning maintenance policies to business objectives to develop a business plan,**

column 3 line 57-63, scheduled downtime (i.e. maintenance policies) for equipment is aggregated into a plan so that downtime (interruption in production) is minimized. The maintenance policies (i.e. downtime for various pieces of equipment) is then aligned with business objectives (i.e. rescheduled so that it can be done simultaneously) to create a business plan (i.e. a maintenance plan aggregating maintenance needs)-see also column 4 line 1-4.

**establishing rules for carrying out maintenance policies;**

column 4 line 34-38, rules for carrying out maintenance include prioritizing manpower to be allocated to maintenance jobs.

**jointly determining strategies to improve performance and reduce costs;**

column 4 line 52-57, strategic planning (i.e. strategies) to improve operations performance (e.g. uptime) and reduce costs (e.g. machine downtime) are jointly determined at different time periods throughout the year.

**establishing organization to meet said business plan;**

column 3 line 62, a hierarchy of parts (i.e. an organization of parts) is used to determine when the maintenance is to be performed.

**measuring key performance indicators; and benchmarking performance.**

Column 13 line 30-34, key performance indicators for part failure are measured and compared (i.e. benchmarked) to vendor supplied part failure rate (line 42-46).

Regarding **Claim 10**, Cornett discloses all the limitations above except for:

**Establishing optimization while reducing overhead**

Column 4 line 19-30, maximizing production time comprises optimizing the amount of time that production can run. The aggregation of down time so that maintenance is performed at the same time comprises reducing overhead because downtime is minimized.

Regarding **Claim 37**, Cornett discloses;

**wherein said step of establishing the rules for carrying out the maintenance policies includes generating a maintenance plan by considering in combination** (column 3 line 46-56, also see figure 1 #2):

**a business plan**, column 16 line 54-56, the strategic business plan is obtained as an input.

**an operational analysis**, column 16 line 56-64, an operational analysis is performed utilizing capacities and efficiencies to determine what the effective capacity for a production complex (i.e. group of machines) is.

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**a criticality analysis**, column 17 line 2-7, priorities (i.e. criticality) are used to determine when production is scheduled and thus when maintenance can occur.

**a component identification**, (column 12 line 64-67, the parts manual file comprises a component identification used to determine maintenance policies, because it classifies how different types of parts are replaced; see also column 13 line 6-9)

**and a failure analysis**. (column 13 line 42-45, a failure analysis is determined by calculating based on parts history information and is used to determine maintenance policies, i.e. rules)

### ***Claim Rejections - 35 USC § 103***

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. **Claims 36, 38, 30, 31, 32 and 9** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Cornett** in view of **Bird**.

Bird, Paul, "Single Source Maintenance", Sept 1993, Purchasing and Supply Management, Easton-on-the-Hill, p.41, ProQuest ID 1393448.

Regarding **Claim 36**, Cornett teaches measuring part failure as a key performance metric, as discussed above, but does not teach:

**wherein said key performance indicators are utilized as an indicator of success of the maintenance services.**

Bird teaches:

**wherein said key performance indicators are utilized as an indicator of success of the maintenance services**

Page 4 paragraph 1 line 1-2, 2 line 1-2, key performance indicators are provided by a supplier that maintenance is outsourced to, e.g. guaranteed fix times. These performance indicators are provided by the supplier as an indicator of the supplier's success or failure.

Bird and Cornett both address providing maintenance in a business environment, thus both Bird and Cornett are analogous art.

Bird teaches that utilizing key performance indicators that measure the success of the maintenance services enables the true impact of a piece of equipment's contribution to the business to be measured (page 3 paragraph 1 line 4-5).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Cornett, regarding utilizing key performance indicators related to maintenance planning, to include the step of using key performance indicators that measure success of maintenance services, as taught by Bird, because it



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would enable the true impact of maintenance on the success of the business to be measured.

Regarding **Claim 9**, Cornett and Bird teaches all the limitations of Claim 36 above, and Cornett does not teach:

**wherein said key performance indicators are used to determine consideration of an outsourced services agreement between a provider and a customer.**

Bird teaches:

**wherein said key performance indicators are used to determine consideration of an outsourced services agreement between a provider and a customer.**

Page 4 paragraph 2 line 1-2, a supplier (i.e. for outsourced maintenance services) should be evaluated (i.e. determine consideration) on whether key performance indicators are specified in the contract – see also paragraph 1 for a discussion on what key performance indicators should be used to evaluate a supplier in consideration of outsourcing services.

Bird and Cornett both address providing maintenance in a business environment, thus both Bird and Cornett are analogous art.

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Bird teaches that using key performance indicators in consideration of an outsourced service agreement ensures the service agreement will provide the appropriate level of performance so that core business activities can be focused on (page 4 paragraph 2 line 9-10).

It would have been obvious to one of ordinary skill in the art at the time of the invention to further modify the collective teachings of Cornett and Bird, regarding utilizing key performance indicators to measure maintenance success, to include the step of using key performance indicators in consideration of an outsourced service agreement, as taught by Bird, because it would enable management to focus on core business activities.

Regarding **Claims 38, 30 and 31** Cornett teaches all the limitations of claim 35 above and teaches providing maintenance services

Cornet does not teach:

**providing maintenance services tailored to an industry; and offering service modules to customers in said industry for outsourced maintenance.**

Bird teaches providing maintenance services that can be tailored from a portfolio of offerings (i.e. into modules) based on a business' particular needs (page 2 paragraph

2 line 1-2, service management portfolio, i.e. modules, can be built on top of a basic maintenance offering). Bird further teaches that offerings can be tailored to suit an individual company's need from the portfolio (i.e. modules) of maintenance offerings (page 2 paragraph 2 line 20-12).

Bird teaches that customizing a product offering to potential customers allows them to better focus on their business (page 4 paragraph 2 line 9-10).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Cornett, regarding providing maintenance services, to include the step of modifying those maintenance services for a particular business needs, as taught by Bird, because it would enable management to focus on core business activities.

Bird and Cornett do not teach customizing a product offering for companies in an industry (including where that industry is the airport industry, as per Claim 30 and the power plant industry, as per Claim 31).

However, Official Notice is taken that it is old and well known in the art of marketing to segment product offerings (i.e. provide modules) to be tailored for a particular industry. This occurs because businesses in an industry serve similar customers and have similar needs to teach other. Examples of industry segments

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where these similarities apply include retail chains, steel manufacturers and insurance companies. Companies achieve economies of scale in their marketing efforts by identifying similar characteristics in an industry and bundling product offerings (i.e. modules) so that all the needs in a particular industry are efficiently targeted from a marketing standpoint.

It would have been obvious to one of ordinary skill in the art at the time of the invention to further modify the collective teachings of Cornett and Bird, regarding providing maintenance services tailored for a business, to include the step of segmenting product offerings (i.e. modules) for a particular industry (including where that industry is the airport industry, as per Claim 30 and the power plant industry, as per Claim 31), because it would enable them to achieve economies of scale in their marketing efforts by leveraging a product offering across multiple companies in an industry.

Regarding **Claim 32**, Cornett and Bird teach all the limitations of Claim 31 above, but do not teach:

**Wherein said power plant industry is one of: fossil fuel plants, atomic energy plants and hydroelectric plants.**

However, Official Notice is taken that it is old and well known in the art for the power plant industry to be one of fossil fuel plants, atomic energy plants and

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hydroelectric plants. It is further old and well known in the utilities industry that these different plants all use different equipment to generate electric power and there are similar needs in each of the three claimed types of power plants. For example, fossil fuel power plants are subject to different emission regulations than atomic energy or hydroelectric. And similarly, atomic energy plants have different operational safeguards (because of nuclear fuel) than fossil fuel or hydroelectric.

It would have been obvious to one of ordinary skill in the art at the time of the invention to further modify the collective teachings of Cornett and Bird, regarding providing maintenance services tailored for the power plant industry, to include the step of tailoring the maintenance service offerings for fossil fuel plants, atomic energy plants and hydroelectric plants, because it would enable them to achieve economies of scale in their marketing efforts by leveraging a product offering across the three different types of power plants within the powerplant industry.

9. **Claims 39, 23 and 24** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Cornett** in view of **Staples US 6,301,339** (hereinafter **Staples**).

Regarding **Claim 39**, Cornett teaches:

**providing maintenance services at a plurality of local maintenance service locations;**

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column 6 line 39-45, maintenance services are provided for a complex, i.e. a plurality of service locations (e.g. machines)-see also column 17 line 1-2, maintenance is provided for a series of complexes (i.e. local maintenance service locations).

Cornet does not teach:

**providing regional maintenance services supervisory locations; and**  
**providing Internet connections between said local maintenance service locations and said regional maintenance services supervisory locations**

Examiner notes that the phrases “**regional maintenance services supervisory**” and “**local maintenance service**” comprise non-functional descriptive material.

Staples teaches:

**providing regional maintenance services supervisory locations; and**  
column 1 line 48-51, corporate office location is provided  
**providing Internet connections between said local maintenance service locations and said regional maintenance services supervisory locations**

Column 1 line 48-51, a remote office is provided that is electronically connected to the main office.

Column 9 line 9-10, remote office user can access the internet as if they were in their home office.

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Staples teaches that providing remote office connectivity enables remote workers to have the same connectivity as if they were in their home office.

Staples and Cornett both address using computers to provide office automation to workers, and thus both Staples and Cornett are analogous art.

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Cornett, regarding providing maintenance services, to include the step of providing internet connectivity between two office locations, because it would provide remote maintenance workers with the same connectivity as if they were in their corporate office.

**Claim 23** recites limitations similar to those addressed by the rejection of **Claim 39** above, and is therefore rejected under the same rationale.

Regarding **Claim 24**, Cornett does not teach:

**wherein said regional maintenance services supervisory locations are provided for at least three regions, said three regions being: the Far East and the European Union and a NAFTA country.**

As noted in Claim 39 above, Staples teaches providing a main or corporate office and any number of remote offices.

Regarding the three regions listed for locations being the Far East, the EU and a NAFTA country, these would be considered obvious design choices for office locations.

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the collective teachings of Cornett and Staples, regarding providing maintenance and remote locations with connectivity to an office location, to include the step of providing locations for various regions, including the Far East, the EU and a NAFTA country, because these are obvious design choices for providing a location for maintenance.

10. **Claims 25-27** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Cornett** in view of **Staples US 6,301,339** (hereinafter **Staples**) and further in view of **Mitchell US 6,356,437** (hereinafter **Mitchell**).

Regarding **Claim 25**, Cornett and Mitchell do not teach:

**wherein said regional maintenance services supervisory locations supervise manpower requirements for said local maintenance service locations.**

The examiner notes that the phrases "regional maintenance services supervisory" and "local maintenance service" are non-functional descriptive material.



Mitchell teaches:

**wherein said regional maintenance services supervisory locations supervise manpower requirements for said local maintenance service locations**

Column 4 line 28-33, the supervisor at a remote location supervises the activities required to perform the remote maintenance (i.e. manpower requirements).

Staples, Mitchell and Cornett all address using computers to provide office automation to workers, and thus Staples, Mitchell and Cornett are analogous art.

Mitchell teaches that connecting a supervisor with a remote employee allows the supervisor and employee to communicate between each other (column 4 line 44-46).

It would have been obvious to one of ordinary skill in the art to modify the collective teachings of Cornett and Staples, regarding providing remote workers with connectivity to an office, to include the step of providing a remote employee location connected to a supervisor, as taught by Mitchell, because it would enable a supervisor to communicate with a remote employee.

Regarding **Claim 26**, Cornett and Staples does not teach:

**transferring program modules from said maintenance services supervisory locations to said local maintenance service locations through said Internet connections.**

The examiner notes that the phrases "maintenance services supervisory" and "local maintenance service" are non-functional descriptive material.

Mitchell teaches:

**transferring program modules from said maintenance services supervisory locations to said local maintenance service locations through said Internet connections.**

Column 8 line 50-53, internet may be accessed to provide connectivity between locations.

Column 10 line 14-16, remote user can access program modules.

Column 25 line 44-48, program modules can be downloaded from one location to another location.

Mitchell teaches that providing the ability to transfer program modules allows for customization of the computer's configuration at a remote site (column 25 line 44-48).

Staples, Mitchell and Cornett all address using computers to provide office automation to workers, and thus Staples, Mitchell and Cornett are analogous art.

It would have been obvious to one of ordinary skill in the art to modify the collective teachings of Cornett and Staples, regarding providing remote workers with

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connectivity to an office, to include the step of transferring program modules between locations, as taught by Mitchell, because it would allow for customization of the computer's configuration at a remote site.

Regarding **Claim 27**, Cornett does not teach:

**providing control of maintenance services at said local maintenance service locations from said maintenance services supervisory locations through said Internet connections.**

Mitchell teaches:

**providing control of maintenance services at said local maintenance service locations from said maintenance services supervisory locations through said Internet connections.**

Column 8 line 50-53, internet may be accessed to provide connectivity between locations.

Column 4 line 44-46, supervisory connections to remote user provides control of maintenance services since the supervisor of the remote user is teleconferencing with the user.

Mitchell teaches his approach to providing remote maintenance provides expeditious diagnosis and repair (column 1 line 37-39).

Staples, Mitchell and Cornett all address using computers to provide office automation to workers, and thus Staples, Mitchell and Cornett are analogous art.

It would have been obvious to one of ordinary skill in the art to modify the collective teachings of Cornett and Staples, regarding providing remote workers with connectivity to an office, to include the step of providing supervisory control between locations, as taught by Mitchell, because it would provide for expeditious diagnosis and repair of equipment being serviced.

11. **Claim 28** is rejected under 35 U.S.C. 103(a) as being unpatentable over **Cornett** in view of **Staples US 6,301,339** (hereinafter **Staples**) and further in view of **Tatum**.

Tatum, Rita, "Online, all the time", Jan 1999, Building Operations Management, Vol. 46, Iss. 1, p. 31, 4 pages, ProQuest ID 38108414.

Regarding **Claim 28**, Cornett does not teach:

**wherein said regional maintenance services supervisory locations are provided locations around to globe so as to provide 24 hour support to said local maintenance service locations, said regional maintenance services supervisory locations each providing support during business hours for a respective location of each of said regional maintenance services supervisory locations.**

Tatum teaches:

**wherein said regional maintenance services supervisory locations are provided locations so as to provide 24 hour support to said local maintenance service locations, said regional maintenance services supervisory locations each providing support during business hours for a respective location of each of said regional maintenance services supervisory locations**

Providing 24 hour support (page 1 paragraph 2 line 2-3) 7 days a week through outsourcing the maintenance to a third party (page 4 paragraph 8 line 1-4).

Since business is global, it is occurring at all times, i.e. 24x7 (page 1 paragraph 1 line 2-4).

Support is provided during business hours (page 2 paragraph 1 line 1-2).

Staples, Tatum and Cornett all address using computers to provide automation to workers, and thus Staples, Tatum and Cornett are all analogous art.

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the collective teachings of Cornett and Staples, regarding providing remote workers with connectivity to an office, to include the step of 24 hours a day, 7 day a week support, as taught by Tatum, because it would enable businesses to operate in the global environment.

Tatum does not teach providing locations 'around the globe'. However Official Notice is taken that providing locations around the globe so as to provide support during business hours is old and well known in the art.

It would have been obvious to one of ordinary skill in the art at the time of the invention to further modify the collective teachings of Cornett, Staples and Tatum, regarding providing maintenance services and remote worker connectivity with 24X7 support, to include the step of providing around the globe locations, because it would provide support during business hours.

### ***Conclusion***

12. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

Schimoller, Brian K, "Outsourcing plant maintenance", Feb 1998, Power Engineering, v102n2, pp.16-22, Dialog 01594278 02-45267.

"Partner to Compete", March 1999, Transmission and Distribution World, Dialog 04150887 54417559.

Laos, Lambros, "An Empirical investigation of outsourcing decisions", Winter 1999, Journal of Supply Chain Management, Vol. 35, Iss. 1, p.33, ProQuest ID 39247590.

Dunn, Richard L, "Exploring Outsourcing", Mar 1999, Plant Engineering, Vol. 53, Iss. 3, p. 123, ProQuest ID 39627191.

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Venkatraman, N, "Beyond Outsourcing: Managing IT Resources as a Value Center", Spring 1997, Sloan Management Review, pp.51, 38, 3, ABI/INFORM Global.

DiRomualdo, Anthony; Gurbaxani, Vijay, "Strategic Intent for IT Outsourcing", Summer 1998, Sloan Management Review, pp.67, 39, 4, ABI/INFORM Global.

Monnier, Jean-Baptiste; Coe, Andy; Camateros, Styli; Komblith, Mike, et. Al, "Viewpoints Q/A: 'How will technology impact the world's ambitious global infrastructure goals in the next century?", Fourth Quarter 1998, MicroStation World, Vol. 4, Iss. 4, p.18, ProQuest ID 35473989.

Avery, Susan, "AMR lands the medal!", Sept 15, 1998, Purchasing, Vol. 125, Iss. 4, p. 36, ProQuest ID 34153381.

Hoplin, Herman P; Hsieh, George S.; "Outsourcing/Rightsizing for the 1990's", 1993, Industrial Management + Data Systems, Vol. 93, Iss. 1, p.18, ProQuest ID 1115687.

Ireland, Paul, "Satisficing dependent customers: on the power of suppliers in the IT systems integration supply chains", 1999, Supply Chain Management, Vol.4, Iss. 4, P.184, ProQuest ID 86923247.

US 6317701 by Pyoetsiae discloses a field device management system.

US 5311562 by Palusamy discloses a plant maintenance system with predictive diagnostics.

US 6873949 by Hickman discloses a computer based system for managing geographic assets.

US 2002/0030604 by Chance discloses a telemetry system and method.

US 5687212 by Kinser discloses a system for maintaining a remote network.

US 6421673 by Caldwell discloses a system for remote mapping of applications in a network.


US 6560222 by Pounds discloses a system for performing multiple voice and data communications.

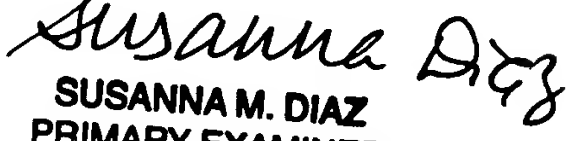
### **Conclusion**

13. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Jonathan G. Sterrett whose telephone number is 571-272-6881. The examiner can normally be reached on 8-6.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq Hafiz can be reached on 571-272-6729. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

  
JGS 10-15-2005

  
SUSANNA M. DIAZ  
PRIMARY EXAMINER  
AU 3623